

## **AGREEMENT NO. 2019-134B**

### **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CAMARILLO AND NORTH AMERICAN SERVICES, INC. DBA COMMAND PERFORMANCE CATERING FOR WEDDING AND SPECIAL EVENT MANAGEMENT SERVICES FOR CAMARILLO RANCH PROPERTY**

This Second Amendment to Agreement No. 2019-134 (Amendment) is entered into between the City of Camarillo, a California general law city and municipal corporation (City), and North American Services, Inc. (DBA Command Performance Catering), collectively referred to as the Parties. This Agreement shall be effective on the date the Agreement is signed by the City ("Effective Date").

#### **RECITALS**

A. On October 9, 2019, the City Council approved Professional Services Agreement No. 2019-134 with North American Services, Inc. (DBA Command Performance Catering) for wedding and special event management services for the Camarillo Ranch Property as budgeted through the Enterprise Fund, for a three (3) year Term, effective November 1, 2019, through November 1, 2022 (Agreement).

B. On November 2, 2022, the Parties entered into "First Amendment to Professional Services Agreement No. 2019-134A" to extend the Agreement through November 1, 2024.

C. The Parties wish to amend the Agreement to extend the term and update provisions to align with the scope of services.

D. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

#### **AGREEMENT**

##### **1. The Agreement is amended as follows:**

##### **Section 1. Term of Agreement.**

Subject to the provisions of Section 19 (Termination of Agreement), the term of this Agreement ("Term") will be for a period commencing on the Effective Date for seven (7) years with the City having the right to grant one additional three (3) year option extension. The City's option to extend the Agreement for three years must be presented in writing to Contractor at least ninety (90) days prior to the end of the seven (7) year Term. After the expiration date of the term, the Contractor shall perform and execute all contracts booked by the Contractor and compensation shall be as set forth in this Agreement.

##### **Section 3. Additional Services and Changes in Services.**

**3.1** Contractor's office hours will be Wednesday – Sunday between 9 a.m. – 5 p.m. Contractor will monitor the Property and report any concerns to the City Manager or designee.

## **Section 5. Compensation and Payment.**

- 5.2** Catering Commission: Beginning January 1, 2026, Contractor shall pay the City \$26.00 per adult and \$13.00 per child for each event.

Contractor shall pay the City an annual catering commission increase of \$1 per adult and \$0.50 per child for each event, through the termination of the Agreement.

Brick and Brass Commission: Contractor shall pay the City 32% of the commissions collected for Brick and Brass packages for each event.

- 5.3** Security Fees: Beginning January 1, 2026, Contractor shall pay the City forty percent (40%) of Security Fees.

- 5.4** Venue Rental: Contractor shall pay the City thirty-five percent (35%) of venue rentals for all site rental and one hundred percent (100%) of all Saturday premium fees. Saturdays are designated as premium dates, and clients are charged an additional per guest fee for each participant. The Contractor will retain the "Balance of Fee" for any events booked by the Camarillo Ranch Foundation prior to November 1 but serviced by the Contractor as described in Section 5.1. Parties agree to annually evaluate Venue Rental fees for comparable vendor rates.

Beginning January 1, 2026, Contractor shall pay the City forty five percent (45%) of venue rentals for all site rental and one hundred percent (100%) of all Saturday premium fees.

- 5.7** Minimum Revenue Guarantee: Beginning November 1, 2024, the Contractor agrees to a revised revenue-sharing structure whereby the City is guaranteed a minimum of \$350,000, in annual revenue from the Contractor's operations.

Beginning November 1, 2025, the Contractor agrees to an increased revenue-sharing structure whereby the City is guaranteed a minimum of \$400,000 in annual revenue from the Contractor's operations.

This will be reconciled annually on the anniversary date of this Amendment. The revenue-sharing structure will be reviewed annually pursuant to Section 2.7 of the Agreement.

- 5.8** Payments will be submitted to the Finance Director by last day of the month for rentals and services provided the prior month with supporting documentation that identifies each event and number of participants served, total fees collected, and fees due to the City.

## **2. Exhibit 3 SCOPE OF SERVICES is amended as follows:**

### **Section 1. Event Management Services Contract Specifications**

- 1.4** City will provide Contractor office space at the Property, (See Exhibit 2). Contractor will maintain onsite communications and a reservation and booking system and be responsible for the cost. City will provide general site access and some storage space. Contractor will have access to the barn and kitchen, and access to Bridal Suite and Grooms Room inside the Ranch House. The use of the Property is to

conduct site tours for prospective clients, onsite client meetings, consultations and to host weddings and events. The City may also designate other office space, storage, and other facilities for the use of the DESIGNATED NONPROFIT in support of its community programming.

- 1.6** Rentals may begin at 8 a.m. and must end no later than 2:00 a.m. For designated events ending after midnight (12:00 a.m.), a blank Special Event permit may be issued by the City, and the Contractor must provide prior notice to the City for all premium events.

A premium charge will be assessed for events ending between 12:00 a.m. Contractor shall pay the City fifty percent (50%) of all premium charges.

## **Section 2. Deliverables-General**

- 2.6** Contractor will be responsible for all facilities and grounds clean up before, during, and after the event and remove all trash generated to onsite bins. Cleaning includes, but is not limited to, pick up of any paper and products in the restroom and kitchen areas and throughout the event areas, trash removal, debris pick-up, sweeping pathways and general cleaning within the event site. Contractor will coordinate with the City's solid waste hauler to separate and dispose of all waste, recyclable, and organic materials in the appropriate onsite containers.

## **Section 3. Deliverables-Existing and Future Reservations and Scheduling**

- 3.3** City will communicate to Contractor blackout dates for City sponsored events and/or Community Events or activities conducted by the DESIGNATED NONPROFIT, based on availability.

City will provide Contractor with blackout dates including but not limited to the following events:

- Throw Back Thursdays
- Tales of the Ranch
- State of the City
- Volunteer Appreciation Dinner
- Birthday of Adolfo Camarillo
- Christmas at the Ranch with Santa
- City Employee Holiday Dinner
- Contractors Annual Employee Dinner

## **Section 5. Catering and Equipment Rental**

- 5.1** In addition to Wedding and Event Management services, Contractor may directly perform catering (food and beverage) services or may subcontract this service to exclusive licensed subcontractors during the term of the contract with City. Contractor will assume, manage, and honor the original terms of all existing reservations.

## **Section 6. Custodial Services**

City will furnish all supervision, labor, material, and resources required for providing custodial services in a frequency determined by the City for all facilities on the Property. Custodial services include cleaning of restrooms, offices, barn, kitchen and bathrooms, and the Bridal Suite and Grooms Room inside the Ranch House. City will furnish all restroom supplies including paper towels, liquid soap, toilet paper, and seat covers.

This does not relieve Contractor's responsibility of cleaning during and after each event.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Amendment, Agreement No. 2019-137B, to be executed as of the Effective Date.

### **CITY OF CAMARILLO**

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Greg Ramirez, City Manager

ATTEST:

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Carrie Weal, Interim City Clerk

### **CONSULTANT**

North American Services, Inc., a California Corporation  
DBA: Command Performance Catering

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Daniel Margolis, Owner/CEO